(1988) 02 AP CK 0023

In the Andhra Pradesh High Court

Assistant Collector of Central Excise, Rajahmundry and Others — APPELLANT

Vs

Duncans Agro Industries Ltd. and Another — RESPONDENT

Date of Decision : 19-02-1988

Acts Referred:

Citation : (1988) 35 ELT 308

Hon'ble Judges : B.P. Jeevan Reddy, J

Bench : Single Bench

Judgement

Jeevan Reddy, J.—W.P. No. 3474/1982 was filed by (i) Duncans Agro-Industries Ltd., and (ii) Narendra Kumar Jain (who was described as a share-holder of the 1st petitioner Company), for issuance of an appropriate writ, order or direction, directing the respondents (Union of India and its officers in the Central Excise Department), to approve the assessable value as declared by the 1st petitioner in Price List No. 2/82 and filed on 25-3-1982, and not to include the amount of excise duty and/or additional excise duty exempted under the notification issued by the Government of India, i.e., Notification No. 30/79-CE, dated 1-3-1979, and the tariff rate in the assessable value of the 1st petitioner''s products, declaring the provisions of Clause 47 of the Finance Bill, 1982, and the relevant provisions of the Finance Act as illegal, unconstitutional, and invalid. In the said writ petition W.P. M.P. No. 5051/1982 was filed for staying the collection of duty calculated on the basis of effective rate of duty. On 18-5-1982, a Bench of this Court, of which one of us (Jeevan Reddy, J.) was member, directed notice to the respondents, and ordered that "on condition that the petitioners herein pay excise duty as per the un-amended provisions and further furnish bank-guarantee in the appropriate form for the amount which is livable as per the amendment, to the satisfaction of the assessing authority, the respondents herein...... be and hereby are directed to allow the 1st petitioner to clear the goods by paying duty on the basis of the assessable values declared by the 1st petitioner herein the the Price List NO. 2/82 filed on 3-3-1982 and/or on the basis of assessable values which may be declared in future price lists without including the amount of excise duty and/or additional excise duty exempted under the notification issued by the Government of India in Notification No. 30/79-C.E., dated 1-3-1979 and the tariff rate, pending further orders on the petition.......".

2. After receiving notice of the petition, the respondents filed W.V. M.P. No. 721/82 to vacate the said interim order. On 17-9-1982 the Division Bench which had passed the earlier order, modified the interim order. It is unnecessary to refer to the terms of the order except to mention clause (iii) thereof, which directed the 1st petitioner-Company to "execute a bond in favour of the assessing authority undertaking to pay all the excise duty which it would be liable to pay in case of its failure in the writ petition.....". The request of the learned Standing Counsel for the Central Government to direct the 1st petitioner to furnish bank-guarantee for the difference of duty, for which this Court granted stay, was rejected in view of the aforesaid direction to execute a bond in favour of the assessing authority.

3. It appears that notwithstanding this Court''s order directing the 1st petitioner to execute a bond undertaking to pay all the excise duty which it would be liable to pay in case of its failure in the writ- petition, the 1st petitioner was following the practice, with the consent of the department, to furnish bank-guarantee for such difference amount, instead of executing a bond. The total amount of differential duty came to Rs. 2,25,31,514.38Ps. Fifteen bank- guarantees were furnished by the 1st petitioner for this amount. Fourteen of them were executed by United Bank of India, each in a sum of Rs. 15 lakhs, and the 15th bank-guarantee in a sum of Rs. 15,31,514.38Ps. was furnished by European-Asian Bank, Bombay. Each of these bank-guarantees was paid to e for one year, with an additional six months'' period for enforcement.

4. On 31-7-1984 the Calcutta High Court sanctioned a scheme under which the Tobacco Division of the 1st petitioner (Duncans Agro- Industries Ltd.) was made over to New Tobacco Company. Indeed, New Tobacco Company is a subsidiary company of Duncans Agro-industries, which was its holding company. In view of the transfer of tobacco business of Duncans Agro-Industries to New Tobacco Company, the aforesaid 15 bank-guarantees were being renewed from time to time by the New Tobacco Company, as and when they expired. It is, however, relevant and important to mention that at no stage did Duncans Agro-Industries, or the 2nd petitioner inform this Court of th said arrangement, or that the tobacco business has been taken over by New tobacco Company. The writ petition continued to be prosecuted in the names of the original two petitioners, Duncans Agro-Industries Ltd., and Narendra Kumar Jain; only the bank-guarantees were being renewed from time to time by New Tobacco Company. It is evident that the said renewal of bank-guarantees by New Tobacco Company must be deemed to be for, and on behalf of the 1st petitioner only. New Tobacco Company also took no steps whatsoever during the pendency of the writ petition to implead itself as the writ-petitioner in the place of Duncans Agro- Industries Ltd., or to add itself as a writ-petitioner.

5. In the year 1986 Duncans Agro-Industries was in trouble. The factory at Biccavolu (in Andhra Pradesh) was closed. Apprehending that some of the bank-guarantees which were about to expire may not be renewed in the circumstances, the respondents in the writ petition filed W.P. M.P. No. 18826/86 to direct the writ-petitioners to pay "rupees 15,31,514.38Ps. directly to the Central Excise authorities in respect of the Bank Guarantee No. 0152/82 (furnished by the European Asian Bank) and further direct the United Bank, Calcutta, to pay the Central Excise authorities the amount covered by the 14 bonds executed by them, on demand by the Central Excise authorities without waiting for the final disposal of Writ Petition No. 3474/82......". A Division Bench made the following order on 27-10-1986 in the said petition :

As many as fifteen Bank Guarantees are given for ensuring the payment of Rs. 2,25,31,514.38Ps. involved in the writ petition as per the previous orders of this Court. The writ petition is still pending. The validity of all the Bank guarantees had expired. ?The enforceability period of six months is also expiring shortly in the case of 14 guarantees issued by the United Bank of India, Calcutta. In fact, in one such guarantee No. 96/1982, the enforceability period is expiring on 15-11-1986. The bank guarantees given by the European-Asian Bank, Bombay expired on 31-5-1985, and no period of enforceability is prescribed for this.

Since the Bank guarantees have expired and they are not renewed, this petition is filed by the Excise authorities, the respondents in the writ petition, to direct the petitioners to pay the amount. Mr. P. Ramachandra Reddy, the learned counsel for the petitioner, submits that the writ petitioners may be given some time to renew the Bank guarantees.

After hearing both parties, we deem it expedient to direct the petitioners to renew the Bank guarantee No. 0152/82 on the European Asian Bank, Bombay, and Bank Guarantee No. 96/82 the enforceability period of which is expiring on 15-11-1986, on or before 10th November, 1986. The other thirteen Bank-guarantees shall be renewed on or before 20th November, 1986.

Post the P.W. M.P. on 11-11-1986......".

6. The said W.P. M.P. was posted for further orders before another Division Bench comprising of one of us (Jeevan Reddy, J.) on 14-11- 1986, which passed the following order :

"By order dated 27th October, 1986 made in W.P.M.P. No. 18826/ 1986, a Bench of this Court had directed, after hearing both the parties, to renew the Bank Guarantee No. 0152/82 on the European Asian Bank, Bombay, and Bank Guarantee No. 96/82 the enforceability period of which will expire on 15-11-1986, on or before 10th November 1986. It was also directed that the other 13 Bank guarantees should also be renewed on or before 20th November 1986. The learned Standing Counsel for the Central Government has been complaining that th writ petitioner has not compiled with the said order. When the matter came up before us on Wednesday, we called upon Mr. P. Ramachandra

Reddy, learned counsel for the petitioner, to report today whether the petitioner has complied with the said order and whether he has renewed the two Bank-guarantees mentioned in the order, on or before 10th November, 1986. He agreed to do so.

Today, the counsel has not reported compliance with the said order. In the circumstances, we think it appropriate to permit the petitioner (Central Government) herein to encash the two Bank guarantees i.e., Bank-Guarantees No. 44/82, dated 8-6-1982 and 48/82 dated 15-6-1982, each in a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs). We further direct th respondents (writ petitioners) to renew the Bank Guarantee No. 0152/82 within next four days. If there is default in complying with this order, the Court will consider the appropriate direction to be made in the main writ petition.

The writ petition will be taken up for final hearing on Monday.

The learned Standing Counsel for the Central Government is permitted to communicate this order to the Bank authorities.........".

7. The writ petition was heard on 17-11-1986 and judgment delivered on 24-11-1986, dismissing the writ-petition with costs. Unfortunately, no representation was made at the time the judgment was pronounced on 24-11-1986 seeking directions with respect to th furnishing of, or encashing of bank guarantees, which may have expired by that date.

8. Before proceeding further, we must refer to a few facts which took place before the writ petition was dismissed. Bank Guarantee NO. 0152/82 was renewed by the European Asian Bank in accordance with the order dated 14-11-1986, and it was encashed along with two other Bank Guarantees Nos. 44/82 and 48/82, both in a sum of Rs. 15 lakhs each. However, for other bank-guarantees, i.e., Nos. 56/82 (renewed in 186/85); 61/82 (renewed in 185/85); 68/82 (renewed in 227/85), and 72/82 (renewed in 228/85), each in a sum of Rs. 15 lakhs, expired on 10-7- 1986, 21-7-1986, 27-7-1986 and 5-9-1986 respectively. All the four renewed bank-guarantees referred to within brackets in the previous sentence, were furnished by New Tobacco Company. Insofar as other 11 Bank Guarantees - which were renewed by New Tobacco Company - are concerned, there was an enforceability clause proving for a period of six months after the expiry of the of; period of guarantee for encashing the same. But, no such enforceability period of six months after the expiry of the date of guarantee, was provided in the aforesaid four bank-guarantees. This was evidently not noted by the Central Excise authorities or they were negligent in not noticing the said omission, as the case may be. They now say, however, that they took it for granted that all the Bank Guarantees contained similar terms including six months'' enforceability period, and that only after the dismissal o the writ petition were they made aware of the same when the Bank refused to pay the amount covered by the said four bank- guarantees on the said plea. The department''s case now before us is that inasmuch as they were under the

impression that there was a six months'' enforceability period in respect of th aforesaid four bank- guarantees also, they did not seek for any directions at the time of pronouncing of judgment in the writ petition, because if there was an enforceability period clause in all the four bank-guarantees, they could have encashed th said four Bank Guarantees after the dismissal of the writ petition. Be that as it may, after the writ petition was dismissed, the department called upon the United Bank of India to pay the amount due under all the remaining bank-guarantees. This demand was made through a letter dated 27-11-1986. Under this letter, the Central Excise authorities called upon the Bank to pay a total sum of Rs. 1,80,00,000/-, covered by 12 Bank Guarantees. As stated above, the remaining three were already encashed during the pendency of the writ petition. On 22-4-1987 the United Bank of India wrote to the Central Excise authorities saying that, inasmuch as four of the 12 bank- guarantees, namely, Nos. 56/82, 61/82, 68/82, and 72/82 (referred to hereinbefore) had already expired, and because no claim was preferred for payment of the amount within the period prescribed, they are not liable to pay the amount covered thereby. They , however, paid up the amounts due in respect of other Bank Guarantees. According to the Central Excise authorities, it is only on receiving the said letter that they realized that in the said four Bank Guarantees the enforceability period of six months was not included, as was provided in other Bank-Guarantees. It is then that the Central Excise authorities came forward with the present Contempt Case NO. 344/87 to punish the respondents for contempt of this Court, i.e., for wilfully violating th orders dated 27-10-1986 and 14-11-1986, in continuation of the orders dated 18-5-1982 and 17-9-1982 - which orders have already been referred to hereinbefore. To this Contempt Case, four persons were impleaded as respondents 1 to 4. Respondents 1 & 4 are the writ petitioners in 1 & 2 in W.P. No. 3474/82. Respondent No. 2, Shri G.P.Goenka, is said to be a Director of the 1st respondent, Duncans Agro-Industries. The 3rd respondent is New Tobacco Company which, as stated above, had taken over the tobacco business of Duncans Agro- Industries. The 4th respondent was described as the Director of the 3rd respondent.

9. The Central Excise authorities (respondents in W.P. No. 3474/82) also filed W.P.M.P. No. 17009/87 for "directions to the respondents herein to pay the sum of Rs. 60 lakhs due in respect of Bank guarantees 185/85, 186/85, 227/85, and 228/85 executed by the United Bank of India, Calcutta, within such time as the Hon''ble Court may fix and punish the respondents with contempt i case of failure to pay the amount and pass such further or other orders as this Hon''ble Court may deem fit and proper in the circumstances of the case..........".

10. Both the Contempt case and W.P.M.P No. 17009/87 were taken up together. Counters have been filed in both the matters by the respondents. While respondents 1 and 2 have filed a counter together, respondents 3 and 4 have filed a separate counter together.

11. Sri K. Nagaraja Rao, the learned Addl. Standing ?Counsel for the Central

Government, explained in the first instance as to why respondents 2, 3 and 4 have been impleaded in the manner he has done. According to him, if contempt of Court is committed by a corporate body, all its Directors and office-bearers are responsible. Therefor,e he says, he has 9impleaded the 2nd respondent, Sri G.P. Goenka being the Director of Duncans Agro-Industries. The 3rd respondent, New Tobacco Company, has been impleaded inasmuch as it has taken over the tobacco business of Duncans Agro-industries and also because it had renewed the bank-guarantees, earlier furnished by Duncans Agro- Industries pending the writ petition, and thereby held itself out as responsible for paying the amount due. The 4th respondent has been impleaded as Director of the 3rd respondent Company, though while filing th writ petition he figured as petitioner No. 2 as a share- holder of Duncans Agro-Industries Ltd. It is emphasized that even according to the respondents, New Tobacco Company is a subsidiary of Duncans Agro-Industries, which is the holding company.

12. Mr. K. Nagaraja Rao next contended that the respondents are guilty of violating th orders of this Court dated 17-9-1982, 27-10-1986, and 14-11-1986, and have thereby caused a loss of Rs. 60 lakhs to the Central Government, covered by the four Bank Guarantees referred to above. As per the order dated 17-9-1982 the writ-petitioners were obliged to execute bonds undertaking to pay the differential excise duty in case the writ petition was dismissed That they did not do. They chose to furnish Bank Guarantees. This was accepted by the Central Excise authorities, but it also meant that the writ-petitions shall keep the bank-guarantees alive and shall keep on renewing them during the pendency of the writ petition. In any event, the order of this Court dated 27-10-1986 expressly directed them to renew all the bank- guarantees on or before 20-11-1986. It is brought to our notice that at the time the said order was being passed, counsel for the wit- petitioners did not deny the petitioners'' duty or obligation to renew the bank-guarantees, or for the sum covered thereby in ca the writ petition was dismissed. He only requested for some time to renew the bank-guarantees and, accordingly, time was granted. In the above circumstances, the learned counsel contends, the respondent, should be punished for contempt of Court, and if for any reason this Court finds that they are not liable to be so punished, this Court should at least give appropriate directions in W.P.M.P. No. 17009/87 to ensure the realisation of Rs. 60 lakhs by the Central Excise Department on account of the aforementioned four Bank-Guarantees.

13. Mr. P. Ramachandra Reddy, the learned counsel appearing for respondents 1 and 2, opposed both the Contempt Case and W.P.M.P. No. 17009/87 on the following grounds : (i) that the parties added in Contempt Case, and in particular respondent No. 2 in the Contempt Case, is not a party to the writ petition, or to the orders passed therein, which are said to have been violated; (ii) that there was no undertaking given by the petitioners, or their counsel, to this Court to renew the Bank Guarantees. All that happened on 27-10-1986 was that certain time was asked for,m and the Court directed the renewal of Bank Guarantees by a specified date; (iii) that even if the order dated 27-10-1986 is violated, the

persons concerned cannot be punished for contempt. The only course available to the Central Excise authorities in such a case s to adopt such other remedies as are open to them in law, for realizing the amount due to them; (iv) respondents 1 and 2 (Duncans Agro- Industries and Sri G.P. Goenka) are not liable in any manner, inasmuch as the four bank-guarantees which have expired and which were not renewed in time, were furnished not by them but by New Tobacco Company. Learned Counsel brought to our notice that after the Tobacco Division of Duncans Agro-Industries was taken over by New Tobacco Company - which arrangement was sanctioned by the Calcutta High ?Court, on 31-7-1984 - the department was dealing and corresponding only with New Tobacco Company in this behalf, and knew full well that Duncans Agro-Industries is no longer interested in the matter. Therefore, the department cannot seek any directions, nor can it seek any relief against Duncans Agro- Industries, or its Directors. He submitted that even the tobacco licence has been transferee to New Tobacco Company. The impleading of Duncans Agro-Industries and its Directors as respondents 1 and 2 in the Contempt Case is said to be mala fide on the part of the Central Excise authorities.

14. Shri P.R. Ramachandra Rao, the learned counsel appearing for respondents 3 and 4, equally denied their liability in any manner. He submitted that New Tobacco Company was not a party to the writ petition, nor is it a party to any order passed therein. Sri Narendra Kumar Jain was no doubt a party to the writ petition, but that was in his capacity as a share-holder of Duncans Agro-Industries Ltd. He is no doubt a Director of the New Tobacco Company, in which capacity he is now impleaded as the 4th respondent in this Contempt Case, but inasmuch as New Tobacco Company is not responsible in any manner either for the alleged contempt or for not complying with the orders of this Court, neither New Tobacco Company nor its Directors can be proceeded against. Secondly, he submits that renewal of Bank Guarantees by New Tobacco Company was under the instructions and directions of Duncans Agro- Industries, which was its holding company., Being a subsidiary company, New Tobacco Company merely obeyed the orders of Duncans Agro-Industries, notwithstanding the fact that the said liability related to pre-take over period. The New Tobacco Company is not liable for the said amount. Merely because it has furnished the bank-guarantees under a mistake of fact or law, it cannot now be made liable for th said amount, or for the valuation of the orders. No undertaking was ever given by New Tobacco Company, or by its Directors; they arrived at no understanding with the ?Central Excise authorities. On the contrary, the Central Excise authorities were negligent, and did not take steps within the proper time for safeguarding the interests of the department. Having disposed of the writ petition, this Court has become functus officio and, therefore, no orders can be passed, nor any directions given in W.P.M.P. No. 17009/87. The interlocutory orders have merged in the final order, and hence there can be no question of violation of those orders at this stage. The departmental authorities have, by their conduct, disabled themselves from seeking any relief from this court in the matter.

15. The defence now taken up by the two sets of respondents (respondents 1 and 2 on one hand, and respondents 3 and 4 on the other) is, if we can say so, rather amusing. The writ petition was filed by Duncans Agro-Industries Ltd., and Narendra Kumar Jain, who described himself as a share-holder of Duncans Agro0Industries. They obtained interim orders from this Court, and by virtue of those orders, withheld the payment of duty which they were bound to pay in law. In other words, they sought the assistance of this Court in withholding a portion of the duty payable by them. This facility was given to them subject to certain conditions, viz., furnishing of Bank Guarantee for the disputed amount (vide order dated 18-5-1982) and execution of a bond undertaking to pay the difference of duty in case of dismissal of the writ petition (order dated 17-9-1982). Instead of executing the bond, they furnished Bank Guarantees. It would be unreasonable to presume in the circumstances that the order meant, or this Court could ever have contemplated that the Bank Guarantees to be furnished by the writ- petitioners would not be for the duration of the writ petition but would be limited to an year or two, within which the writ-petition may not be disposed of. Evidently, the Bank Guarantees, or the bond contemplated by the said order were to be effective and valid for the period of pendency of the writ petition. Furnishing Bank-Guarantee for one year and failing to renew the same thereafter, would not be compliance with the said order. Taking up such a stand really means using this Court, which cannot be permitted. A party who comes to this Court seeking its assistance should play fair. He cannot take a stand - even if it is technically correct - which has the effect of using this Court to defeat the rights of the opposite parties. Indeed, the said obligation of the writ-petitioners was reiterated and the writ petitioners were expressly directed to renew all the remaining bank guarantees on or before 20-11- 1986, by order dated 27-10=1986. Admittedly, the four Bank Guarantees concerned herein were not renewed even in pursuance of the said order. In fact, they ought to have done so even without the order dated 27-10- 1986 directing them to do so; The writ petition has since been dismissed. The petitioners are liable to pay the entire differential duty, including the sum of Rs. 60 lakhs, covered by the said four Bank- Guarantees. But for the orders of this Court the department would have proceeded against them at that time itself and recovered the said amount. They could not do so because of the orders of this Court, which were premised upon a subsisting bond, or Bank Guarantee during the entire period of writ petition. The writ0petitioners cannot, therefore, repudiate their responsibility and obligation to renew the bank- guarantees, or to pay the amounts due thereunder. Since the writ petition has now been dismissed there is no question of renewing the Bank Guarantees at this stage. They are bound to pay up the amount.

16. We said in the preceding paragraph that the stand taken by the two sets of respondents is amusing. We proceed to state, why. Here the two sets of respondents are trying to wriggle out of their responsibility and obligation to pay the said amount by pointing a finger at each other. Duncans says, inasmuch as

its Tobacco Division has been made over to New Tobacco Company during the pendency of the writ petition, and also because the Bank Guarantees were renewed by New Tobacco Company, and further because the department knew of this taking over, Duncans Agro-Industries is no longer responsible for the said amount. On the other hand, New Tobacco Company - which has admittedly taken over the tobacco business of Duncans in July 1984 - takes the stand that it not being a party to the writ-petition or to the interlocutory orders passed therein, it is not liable to pay the said amount. It says, the renewal of bank-guarantees by it was under a mistake of fact, or mistake of law; because it was a subsidiary of Duncans ad because Duncans directed it to do so , it says, it renewed the Bank-Guarantees, but that it is not liable by itself. It also takes the stand that the said amount pertains to the pre-takeover period, and hence Duncans Agro- Industries alone is liable for the said amount. We are clear in our minds hat the respondents cannot be allowed to escape in this manner, or by this stratagem. If Duncans had nothing to do with the tobacco business or with the subject-matter of the writ petition, once its Tobacco Division was taken over by New Tobacco Company in July 1984, it ought to have informed this Court of the said fact. Either it should have got the writ petition dismissed, or it should have impleaded the New Tobacco Company in its place, or in addition to itself. It took no such steps. It never informed this Court that its business had been taken over by New Tobacco Company. Even on 27-10-1986 when the question of renewal of Bank Guarantees came up and a direction to renew them was given, this Court was not informed that all that has to be done by the New Tobacco Company, and not by Duncans. New Tobacco Company also never took care to implead itself as a writ-petitioner in place of, or in addition to Duncans Agro-Industries. It was taking advantage of the said orders all-the- same, passed at the instance of Duncans Agro- Industries. But for the said orders obtained by Duncans, the department would have collected the said amount by proceeding against the factory or the assets of Tobacco Division. Now that Biccavolu factory is closed, and the respondent-Company appears to be in some financial trouble, they are trying to take advantage of that situation and thereby deprive the State of the legitimate duty in a sum of Rs. 60 lakhs, payable to it. Inasmuch as Duncans never informed this Court that it no longer interested in the subject-matter of the writ petition, and took no steps to walk out of the writ petition, or to implead the New Tobacco Company as a writ-petitioner, it must be held that it continued to be liable to this Court and is under an obligation to comply with the orders passed by this Court. Similarly, New Tobacco Company having taken over Duncan''s business and having renewed the Bank Guarantees which were earlier furnished by Duncans, and having taken advantage of this Court''s order,s it is equally liable. The very fact that the interlocutory orders passed by this Court wee continued to be taken advantage of by New Tobacco Company even after July, 1984, shows that it consciously took advantage of this Court''s orders. It cannot, therefore, be allowed to repudiate the obligations flowing therefrom.

17. It must also be remembered that it is the duty of this Court to see that no

party suffers, or is prejudiced on account of its orders. It is this Court which stayed the recovery of apart of the excise duty and thereby prevented the department from collecting the same from the respondents herein. Now that the writ has been dismissed it is the duty of this Court to place the parties in the same position in which they would have been but for the orders of this Court. Thus, apart form anything else, it is the duty and obligation of this Court to ensure that the department, or the p public exchequer, is not deprived of the amount of Rs. 60 lakhs due to it, the amount covered by the four Bank Guarantees referred to above, which the respondents herein failed to renew notwithstanding their obligation to do so.

18. So far as Contempt Case is concerned, we are not straightaway passing any orders. We could first direct the respondents to pay the said amount of Rs. 60 lakhs into this Court within six weeks from today. If they fail to do so, we would then pass orders in the Contempt Case. We would not only take note of the conduct of the respondents complained of in the Contempt Case on that occasion, but would also take note of the non-compliance with the order which we are now passing. We, therefore, postpone the passing of the orders in the Contempt Case.

19. W.P.M.P. No. 17009/1987 and Contempt Application No. 363/87, are allowed. The respondents are directed to deposit a sum of Rs. 60,00,000/- (Rupees sixty lakhs only) into this Court to the credit of Writ Petition No. 3474/1982, within six weeks from today. In default, we shall pass appropriate orders in the Contempt case and also if necessary for realisation of the said amount.

20. Post the Contempt Case for further orders on 8th April''88.

